

# AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 950)	RATING DO - A70 Criticality Designator "B"	PAGE 1	OF PAGES 29
2. CONTRACT (Proc. Inst. Ment.) NO. <b>N00164-03-C-8519</b>	3. EFFECTIVE DATE <b>29 SEPT 2003</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>32615401, 32681555, 32058278</b>	

5. ISSUED BY <b>CONTRACTING OFFICER NSWC CRANE 300 HWY 361 CRANE IN 47522-5001</b>	Code: N00164 (b)(6)	6. ADMINISTERED BY (If other than Alphabet S) <b>DCMA Orlando 3555 Maguire Boulevard Orlando FL 32803-3799</b>	Code: S1002A (b)(6)
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code) <b>LITTON SYSTEMS, INC. LASER SYSTEMS 2787 SOUTH ORANGE BLOSSOM TRAIL ORLANDO FL 32860-9555</b>	Code: 34860 (b)(6)	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See Below)
9. DISCOUNT FOR PROMPT PAYMENT <b>Net 30</b>		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM <b>Block 12</b>

11. SHIP TO/MARK FOR <b>RECEIVING OFFICER/NSWC CRANE BLDG 3291, CODE 805E CRANE IN 47522-5001 MARK FOR: Code 805E ATTN</b>	Code: N00164 (b)(6)	12. PAYMENT WILL BE MADE BY <b>DFAS COLUMBUS SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264</b>
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13. RESERVED	14. ACCOUNTING AND APPROPRIATION DATA												
NOTE: AUTHORITY FOR UTILIZING OTHER THAN FULL AND OPEN COMPETITION: 10 USC 23204(c)(1)	<table border="1"> <tr> <td>A1 1721319 M7KC 250 00802 0 067443 2D C2270G 00003MPR3D28</td> <td>\$ 287,800.00</td> </tr> <tr> <td>DOCUMENT NUMBER: M9945003MPR3D28 (AA)</td> <td></td> </tr> <tr> <td>A2 9730300 56SF SD3 62655 84M000 000000 LG020 000000 525700</td> <td>\$ 1,725,800.00</td> </tr> <tr> <td>DOCUMENT NUMBER: MIPR03181154 (AA)</td> <td></td> </tr> <tr> <td>A3 9730300 8CPG 253 SASST 0 088342 2D 000000 SW0080000000</td> <td>\$19,570,400.00</td> </tr> <tr> <td>DOCUMENT NUMBER: N0002403WX31150 (AA)</td> <td></td> </tr> </table>	A1 1721319 M7KC 250 00802 0 067443 2D C2270G 00003MPR3D28	\$ 287,800.00	DOCUMENT NUMBER: M9945003MPR3D28 (AA)		A2 9730300 56SF SD3 62655 84M000 000000 LG020 000000 525700	\$ 1,725,800.00	DOCUMENT NUMBER: MIPR03181154 (AA)		A3 9730300 8CPG 253 SASST 0 088342 2D 000000 SW0080000000	\$19,570,400.00	DOCUMENT NUMBER: N0002403WX31150 (AA)	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SECTION "B" HEREIN				

15G. TOTAL AMOUNT OF CONTRACT: BASE CONTRACT: \$21,585,000.00  
UNEXERCISED OPTIONS: \$400,000.00  
TOTAL MAXIMUM \$21,985,000.00

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<input type="checkbox"/>	L	OTHER STATEMENTS OF OFFERORS INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications and specifications, as are attached or incorporated by reference herein. (Attachment are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) Government's solicitation and our offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6) MANAGER OF CONTRACTS</b>	20A. NAME OF CONTRACTING OFFICER <b>(b)(6) /CONTRACTING OFFICER</b>
19B. NAME OF CONTRACTOR <b>(b)(6)</b>	20B. DATE SIGNED <b>17 NOV 2003</b>
20C. DATE SIGNED <b>17 NOV 2003</b>	

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19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED				20C. DATE SIGNED			
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

**SECTION "B", SCHEDULE OF SUPPLIES**

<b><u>Item Number</u></b>	<b><u>Description</u></b>	<b><u>Qty</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>AMOUNT</b>
0001	Special Operations Forces (SOF) Laser Marker (SOFLAM) AN/PEQ-1B IAW SOW and PS/03/805/027 24 June 2003		EA	(b)(4)	
0001AA	SOFLAM AN/PEQ-1B ACRN: A1 REQUISITION NO. 32615401	(b)(4)			\$287,800.00
0001AB	SOFLAM AN/PEQ-1B ACRN: A2 REQUISITION NO. 32681555	(b)(4)			\$1,726,800.00
0001AC	SOFLAM AN/PEQ-1B ACRN: A3 REQUISITION NO. 32058278	(b)(4)			\$19,570,400.00
0002	DATA IAW DD1423 CDRL'S: A001, A002, A003, A004, A005, A006, A007, A008, A009, A010	1	LOT	NSP	NSP

**OPTIONS AWARDED BUT NOT EXERCISED:**

0003	Provisioning Items	1	LOT	Not to Exceed	(b)(4)
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**SECTION "B" NOTES:**

(1) SECTION "K" of N00164-03-R-8519 is hereby incorporated by reference and made a material part of this contract in accordance with FAR 15.406-1(b).

## SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**1.0 SCOPE.** This Statement of Work (SOW) sets forth the United States Special Operations Command (USSOCOM) requirements for the procurement of a Special Operations Forces Laser Marker (SOFLAM), production version of the AN/PEQ-1B (Performance Specification PS/03/805/027). This SOW provides for the procurement, test, system spares, configuration management (CM), and technical documentation for SOFLAM. The SOFLAM Laser Marker, AN/PEQ-1B System shall consist of the following hardware configuration:

- (1) (b)(3)
- (2) Lens paper, NSN 6640-00-663-0832 (Drawing NNN-P-40 or SM-B-955651)
- (3) Cleaning compound and Material Safety Data Sheet, NSN 6850-00-392-9751 (Drawing A-A-59199 or SM-B-852137)
- (4) (b)(3)
- (5) (b)(3)
- (6) (b)(3)
- (7) Operator's manual
- (8) Field carrying case for the above items

**2.0 LISTING OF APPLICABLE DOCUMENTS.** The following specifications and standards form a part of this SOW to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto.

### 2.1 Performance Specification

PS/03/805/027 Performance Specification, AN/PEQ-1B dtd 24 Jun 03  
(Revised 03 Nov 03)

### 2.2 Military Standards

MIL-STD-129P	Military Marking for Shipment and Storage dtd 15 Dec 02
MIL-PRF-49506	Logistics Management Information dtd 11 Nov 96
MIL-STD-2073/1D(1)	DOD Standard Practice for Military Packaging dtd 10 May 02

### 2.3 Department of Defense Handbooks

MIL-HDBK-61A	Configuration Management Guidance dtd 7 Feb 01
MIL-DTL-24784/4B	Commercial Off-the-Shelf Equipment Manual Rqmts Dtd 15 Feb 02

### 2.4 Government Documents

SW230-AE-MMO-010	Laser Marker (SOFLAM/USMC GLTD II) AN/PEQ-1B, 28 Aug 2003
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### 2.5 Non-Government Standards and Other Publications

ASQC Q9001	Quality Systems – Model for Quality Assurance In-Depth, Development, Production, Installation and Servicing dtd 1 Aug 94
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**2.6 Order of Precedence.** In the event of a conflict between the text of this document and the references cited herein, the text of this document shall take precedence. Nothing in this document shall supersede applicable Federal, State, or Local Laws and regulations unless a specific exemption has been obtained.

**2.7 Availability of DoD Documents.** Government specifications, standards and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094. Non-Government Publications are available from the National Standards Institute, 11 West 42nd Street, New York, NY 10036.

### **3.0 REQUIREMENTS.**

**3.1 General.** The Contractor shall provide production laser system in accordance with (IAW) the performance requirements contained in the Performance Specification reference in paragraph 2.1. The SOFLAM laser system shall include an Operator's/Maintenance Manual with each delivered system.

**3.1.1 Contract Progress Monitoring.** The Contractor shall establish a monitoring system to ensure full compliance with the contract requirements.

### **3.2 QUALITY.**

**3.2.1 Quality Program.** The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of ASQC Q9001, or an equivalent quality system model during performance of this contract.

**3.2.2 Quality Conformance Inspections and Tests.** The Contractor shall conduct Quality Conformance Inspections and Tests IAW the Contractor's Acceptance Test Procedures ATP71003100 and ATP71003001 that have been approved. The Government reserves the right to send a representative(s) to witness production acceptance testing. The Contractor shall notify the Government of any changes to the approved Acceptance Test Procedures. Contractor shall make available documented acceptance test results with each system upon delivery to the Government. Inspection and acceptance shall be conducted at source.

**3.2.3 Testing.** The Contractor shall make available for the Government's review, all previous and current test results concerning the performance, reliability, maintainability, availability, environmental conditions and safety of the laser system.

### **3.3 PROGRAM SUPPORT.**

**3.3.1 Program Management.** The Contractor shall develop and implement an innovative management plan that clearly defines how the SOFLAM Program will be managed and controlled. The Contractor shall be responsible for overall system performance and shall define and maintain appropriate subcontract and associate contract relationships to support all necessary requirements, allocations and interface. The Contractor shall designate a single point of contact (POC) specifically charged with the responsibility for accomplishment of the performance and schedule requirements set forth by this SOW. The Government shall have access to the Contractor's facilities throughout the life of the agreement of this SOW. The POC shall be the focal point for all technical communication. Program Management shall have the requirement to informally (phone call or e-mail) report program status.

**3.3.2 Progress Reports.** The Contractor shall submit progress reports identifying detailed work and schedule status of on-going work only if there are negative deviations to the established production rate set within the contract until such deviations are corrected. (CDRL A001).

### **3.4 RELIABILITY/MAINTAINABILITY**

**3.4.1 Failure Reporting, Analysis and Corrective Action System (FRACAS).** The Contractor shall furnish a Failed Item Analysis Report for each failed item occurring under this contract during Acceptance Testing or Warranty Returns (i.e., Quality Deficiency Reports (QDRs), (DR), etc.). Contractor format and content is acceptable. The Contractor shall have an established closed loop failure reporting system, procedures for analysis of failures to determine cause, and documentation for recording procedures for analysis of failures to determine cause, and documentation for recording corrective action taken. The Contractor shall have a mechanism in place for feedback of field product performance, problems, failures, and shall implement a cause and corrective action system. The Contractor's existing data collection, analysis, reporting and corrective action system shall be used for field failure

reporting. Failure data shall be isolated to the lowest replaceable assembly (LRU). The field failure reporting and corrective action system shall identify failures, prioritize failure trends, analyze failure modes and causes, and track solution effectiveness. The Contractor shall provide a Failure Summary Analysis Report for each system repaired or replaced under warranty. (CDRL A002).

**3.4.2 Performance.** The Contractor shall notify the Government of any and all performance related data that would both positively and negatively impact the reliability, maintainability, availability and/or supportability of the SOFLAM laser system. The Government may test, validate, verify and/or certify any and all of the Systems performance parameters to verify compliance with the Performance Specification.

**3.5 CONFIGURATION MANAGEMENT (CM).** Maintain a Configuration Management (CM) program IAW the Government approved CM plan for the Special Operations Forces Laser Marker (SOFLAM) that includes an organizational structure with configuration control methods and audits for the duration of this contract. The Contractor shall have an established, Government verifiable, CM Program with control systems in place for the contract life. The Contractor's CM program shall be under the general guidance of MIL-HDBK-61A and shall provide configuration identification, configuration control, configuration status accounting, of all new and/or modified hardware, firmware, software, and documentation. The Program shall address the Contractor's procedures for CM; configuration reviews; and preparation, review and processing of Requests for Deviations and Waivers and Engineering Changes. The Production Baseline (PBL) shall be established after first delivery. The PBL shall support interchangeability and interoperability to the replaceable part level. All baselines shall be documented in the Contractor's configuration status accounting database. The Contractor shall provide drawings as required, whenever a configuration change causes change or revision to the PBL drawings. The latest revision of drawings shall be submitted to the Government throughout the life of the contract (CDRL A003).

**3.5.1 Configuration Identification (CI).** The Functional Baseline and Product Baseline shall identify the hardware configuration of the Laser Marker. The Functional Baseline is defined by the system specification. The Engineering Drawings, Associated Parts List, and Engineering and Logistics Life Cycle Documentation define the PBL.

**3.5.2 Configuration Control (CC).** The hardware PBL shall be controlled by Form, Fit, Function, Interchangeability and Interoperability in consonance with the Government Maintenance Concept of organizational to Depot repairs. The Contractor shall submit for Government approval, all proposed changes that impact the Form, Fit, Function, Interchangeability or Interoperability of the current system configuration in accordance with the Contract Data Requirements Lists.

**3.5.2.1 Engineering Change Proposal (ECP).** The Contractor shall prepare an Engineering Change Proposal (ECP), under the general guidance of MIL-HDBK-61A, for any changes to the approved Functional Baseline and/or Product Baseline. Class I and/or Class II ECP definitions shall be interpreted as defined in MIL-HDBK-61A. Class I ECPs shall require at a minimum a Revision or Part Number change to the Laser Marker dependent upon system impact to form, fit, function or cost. The Government shall dictate to the Contractor whether a Part Number or Revision to the Laser Marker is required for Class I ECPs. Any requests for Deviations, Waivers, and Notice of Revision (NOR) shall be submitted through the Contracting Officer for Government review and approval. Drawing updates for Revisions and/or Part Number changes shall be completed at the Contractor's expense to include all technical documentation required by the Government. The Contractor shall provide ECPs via electronic mail and hard copy for Government review and approval. (CDRL A004, A005, A006, A007)

**3.5.2.2 Non-Class I Changes.** For those changes not affecting form, fit, or function (i.e. parts substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall document implementation of Class II ECPs with change to revision letter of the part number by the Configuration Status Accounting database outlined in paragraph 3.5.3 for Government record. The Contractor shall provide Class II ECPs to the Government for concurrence of Classification assigned affecting the top-level system drawing. (CDRL A004)

**3.5.3 Configuration Status Accounting (CSA).** A CSA database will be proposed by the Contractor and approved by the Government. All baselines, ECPs, deviations and waivers shall be documented in the Contractor's CSA database. The Government will utilize the Contractor's CSA database as the single tracking system for each configured hardware and software item for the Laser Marker. The Contractor shall provide the Government the CSA database via electronic media. (CDRL A008)

**3.6 INTEGRATED LOGISTICS SUPPORT (ILS).** This Section outlines the Government's ILS requirements for the SOFLAM Program. These requirements include, but are not limited to, Maintenance Planning and execution, Technical Manuals, Training, and warranty.

**3.6.1 Contractor Logistics Support (CLS).** The Contractor shall provide Life Cycle Support for the SOFLAM program for a

period

of five (5) years from date of contract award to include spare parts as required on individual delivery order. The Contractor shall provide a standard commercial warranty on the SOFLAM program for parts and labor for each System; the Contractor shall provide Original Equipment Manufacturer (OEM) level repairs and service under that warranty program.

**3.6.2 Warranty.** The Contractor shall provide a standard commercial warranty on the SOFLAM program, covering any damage or degradation of performance due to manufacturing or failures associated with normal use. The Contractor will be responsible for the cost associated with shipping and handling of warranty returns (CONUS and OCONUS) from the Contractor to NSWC Crane. Warranty repair turn around time shall not exceed 60 calendar days after receipt of the failed SOFLAM system. All failures returned to the OEM for repair will have a Return Material Authorization (RMA) number assigned by the Contractor. The Contractor shall perform inspection and failure analysis on all returned Laser Marker returned for warranty repair. This SOW requires the Contractor maintain SOFLAM spares, repair parts, and subassemblies necessary to meet the required repair turnaround time (TAT) and support the quantity of SOFLAM systems for the performance period under the terms of this contract.

**3.6.2.1** The Contractor shall be required to restore the repaired SOFLAM system to a like new cosmetic condition. Any damage to protective finishes shall be repaired to the extent necessary to provide adequate protection during field usage, corrosion prevention and structural integrity. The Contractor shall be required to replace all damaged markings, identifications, and decals when the markings, identifications, or decals become unreadable.

**3.6.2.2** The Contractor shall ensure all repaired, upgraded, or modified SOFLAM system meet or exceed the original performance specifications. Scratches, delaminating or other optical flaws on the optics will be replaced only if it degrades system's performance or may deteriorate to degrade system's performance.

**3.6.2.3** After the repaired SOFLAM system passes acceptance testing at the Contractor's facility, the Contractor shall ship the repaired System to NSWC Crane for inspection and forwarding to the designated User.

**3.6.2.4** The Contractor shall ensure that each repaired and serviceable SOFLAM system is packaged IAW best commercial practices.

### **3.6.3 TECHNICAL DATA.**

**3.6.3.1 Operators/Maintenance Technical Manual.** The Contractor shall provide a Commercial Off-the-Shelf (COTS) Operator's and Maintenance Manual using MIL-DTL-24784/4B as guidance. The Government will review the commercial manuals using guidance in MIL-DTL-24784/4B. The Operators Manual at a minimum shall include introduction, Warnings, Cautions, and Notes, Safety, Preparation for use and installation, Principles of Operation, Maintenance and Servicing Instructions (preventive and corrective), Preparation for Shipment, Parts List, Operational and Maintenance Illustrations, and information on the functionality of the Laser Marker, its components/accessories, system operation from turn-on to system shut down including adjustments, and operator checks and services. The Technical Manual shall be no larger than 5.5 X 7 inches.

The Contractor shall provide unit/organizational level Operator and Maintenance manuals with each delivered SOFLAM system. A Technical Manual start of work meeting shall be held concurrent with the post award conference to ensure all requirements are reviewed and agreed upon. The Operator and Maintenance Manual shall be provided IAW (CDRL A009).

**3.6.3.2 Data Validation.** The Contractor shall have a process in place that provides for the validation of the adequacy and technical accuracy of the Technical Manual. The Government will verify and approve the accuracy and completeness of the Technical Manual provided by the Contractor. Any discrepancies shall be corrected by the Contractor at no additional expense to the Government.

### **3.6.4 SUPPLY SUPPORT.**

**3.6.4.1 Proposed Spare Parts List for Spares Acquisition Integrated with Production (SAIP).** The Contractor shall employ the concept of concurrent release of spare orders with identical parts as installments on the production unit. The Contractor shall provide a complete proposed spare parts listing of all the parts that identifies the SOFLAM system, which can be removed and replaced at the Organizational Level and repaired at Depot Level IAW (CDRL A010). The Contractor shall identify which Proposed Spare Parts are repairable at O-level and which are repairable at D-level. The Proposed Spare Parts list shall be delivered in a top-down breakdown format of the SOFLAM system and shall include repairable, replacement parts (consumables) and long lead time items. Each item on the Proposed Spare Parts List shall be priced and available for ordering. The Proposed Spare Parts List shall contain the part number, nomenclature, CAGE, Quantity, commonality to AN/PEQ-1A, and unit price. The Proposed Spare Parts List shall include the spares

based upon failure analysis to support a 10 percent / per year failure philosophy.



**3.6.5 Packaging, Handling, Storage and Transportation.** The Laser Marker System is classified as Controlled Item Inventory Codes (CIIC) IV. Packing shall be IAW MIL-STD-2073/1D(1), Level A marking shall be IAW MIL-STD-129P, and shipping shall be IAW Attachment 1. Units shall be shipped to:

(b)(6), Code 805E

Bldg. 3291  
NSWC Crane  
300 HWY 361  
Crane, IN 47522

The Contractor shall ensure that when the SOFLAM system is packaged in its field or shipping case, it is capable of being transported on standard transportation system, commercial or military. The Contractor shall also ensure when the SOFLAM system is in its shipping container, it shall withstand, without physical damage or degradation of performance, transportation modes of commercial air, truck, and all types of Army/Navy cargo or combat vehicles as well as Naval fast Boats and Submersible Diving Vehicles (SDVs).

Labeling and marking requirements shall be IAW MIL-STD-129P.

### **3.6.6 Safety.**

**3.6.6.1 Environmental and HAZMAT.** The Contractor shall have an established Environmental and HAZMAT program to ensure the system design, development, testing, evaluation, operations, and maintenance comply with federal, state, and local environmental laws, regulations, shipping regulations, policies, treaties, and agreements. The Contractor shall perform a comprehensive Environmental, Safety and Health (ESH) analyses and provide, if requested, an Environmental Safety and Health Plan addressing Environmental Safety Hazards, Support requirements associated with using hazardous materials, and Cost effective pollution prevention programs. The contractor shall identify any hazards containing within the product delivered (i.e. Material Safety Data Sheets) required for establishing the program.

## **C2) ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) -- (5402)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

## **C3) ITEM(S) 0003 - PROVISIONED ITEMS ORDER (NAVSEA) (APR 1999) -- (5404)**

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Unpriced Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the unpriced order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the unpriced order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any unpriced order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the

Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability.

(1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Contractor has incurred costs in excess of fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

**C4) ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**C5) UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

**SECTION "D" - PACKAGING AND MARKING****DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

**IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)**

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

**MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)**

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

**WARRANTY NOTIFICATION FOR ITEM(S) 0001**

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall include the date of manufacture applied to the Identification Plate on the end item, and the written notice shall be in accordance with MARKINGS OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)

**MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)**

- (a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.
- (b) Warranted items shall be marked with the following information:
  - (1) National stock number or manufacturer's part number
  - (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
  - (3) Contract number
  - (4) Indication that a warranty applies
  - (5) Manufacturer or entity (if other than the contractor) providing the warranty
  - (6) Date or time when the warranty expires
  - (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

## PREPARATION FOR DELIVERY (5510)

(1) PRESERVATION-PACKAGING. Preservation-packaging for Item(s) 0001 & 0003 shall be in accordance with the requirements of MIL-STD-2073/D(1).

(2) PACKING. Item(s) 0001 & 0003 preserved-packaged as above shall be packed level Level A IAW MIL-STD-129P.

## MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Code 805E, Bldg. 3291

## PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

## SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
<u>PART II</u>		
252.246-7000	Material Inspection and Receiving Report	Mar 2003

CLAUSES IN FULL TEXT

## HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (FAR 52.246-11)

The Contractor shall comply with the higher-level quality standard selected below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]*

Title	Number	Date
<u>ISO</u>	<u>9001</u>	<u>2000</u>

## INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. ORIGIN (NAVSEA) (5605)

Item(s) 0001 and 0003 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

## INSPECTION AND ACCEPTANCE (ORIGIN) (5607)

- (a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Government inspectors, DCMC QAR and at the discretion of NSW Crane Code 805. NSW Crane Code 805 personnel may witness the inspection and acceptance at the contractor's or subcontractor's plant located at 2787 S ORANGE BLOSSOM TRAIL, APOPKA FLORIDA. The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.
- (b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.
- (c) Advance notification of the cognizant inspector X is     is not required at least 7 days prior to conducting contractor inspections and/or testing.

Note: NSW Crane inspection will be on a non-interfering basis, Inspection and Acceptance shall not be delayed in the event NSW Crane Code 805 personnel choose not to participate.

## CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5609)

Calibration System Requirements: The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

## COST OF QUALITY DATA (NAVSEA) (MAY 1995) (5610)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

#### GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995) (5611)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

**NOTE: Government representative means Contracting Officer**

#### INSPECTION AND TEST RECORDS (MAY 1995) (5612)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

#### QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995) (5613)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

#### QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual

requirements.

#### SUPPLEMENTAL QUALITY REQUIREMENTS (NAVSEA) (MAY 1995) (5615)

Supplemental Quality Requirements: The contractor shall implement a documented inspection system in accordance with the following paragraphs/subparagraphs of ANSI/ASQC Q9002-1994, Quality Systems - Model for Quality Assurance in Production, Installation, and Servicing:

- 4.2 Quality System
  - 4.2.1 General
  - 4.2.2 Quality System Procedure
- 4.5 Document and Data Control
  - 4.5.1 General
  - 4.5.2 Document and data Approval and Issue
  - 4.5.3 Document and Data Changes
- 4.6 Purchasing
  - 4.6.1 General
  - 4.6.4.2 Customer Verification of Subcontracted Product
- 4.7 Control of Customer-Supplied Product
- 4.9 Process Control
- 4.10 Inspection and Testing
  - 4.10.1 General
  - 4.10.2 Receiving Inspection and Testing
    - 4.10.2.1 Receiving Inspection and Testing
    - 4.10.2.2 Receiving Inspection and Testing
    - 4.10.2.3 Receiving Inspection and Testing
  - 4.10.3 In-process Inspection and Testing
  - 4.10.4 Final Inspection and Testing
  - 4.10.5 Inspection and Test Records
- 4.11 Control
  - 4.11.1 General
  - 4.11.2 Control Procedures
- 4.12 Inspection and Test Status
- 4.13 Control of Nonconforming Product
  - 4.13.1 General
  - 4.13.2 Review and Disposition of Nonconforming Product
- 4.14 Corrective and Preventive Action
  - 4.14.2 Corrective Action
- 4.16 Control of Quality Records

The Contractor may also elect to use MIL-I-45208A, Inspection System Requirements, or other inspection system meeting the above requirements. Whichever inspection system the Contractor elects to implement shall be utilized throughout the entire life cycle of the contract. In addition, the Contractor shall notify the PCO and the cognizant ACO, in writing, which system is selected.

#### USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995) (5616)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.



## SECTION "F" - DELIVERIES OR PERFORMANCE

## PART I

FAR Subsection	Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-29	F.o.b. Origin	Jun 1988

CLAUSES IN FULL TEXT

TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)

(a) The Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE

CLIN	QTY	TO BE DELIVERED ON OR BEFORE:
0001AA	A	29 JULY 2004
	A	29 AUGUST 2004
0001AB	A	29 AUGUST 2004
	A	29 SEPTEMBER 2004
	A	29 OCTOBER 2004
	A	29 NOVEMBER 2004
	A	29 DECEMBER 2004
0001AC	A	29 DECEMBER 2004
	EA	29 JANUARY 2005
	EA	28 FEBRUARY 2005
	EA	29 MARCH 2005
	EA	29 APRIL 2005
	(b)(4) EA	29 MAY 2005
	EA	29 JUNE 2005
	EA	29 JULY 2005
	EA	29 AUGUST 2005
	EA	29 SEPTEMBER 2005
	EA	29 OCTOBER 2005
	EA	29 NOVEMBER 2005
	EA	29 DECEMBER 2005
	EA	29 JANUARY 2006
	EA	28 FEBRUARY 2006
	A	28 MARCH 2006
0002	OT	In accordance with DD1423.
0003	OT	Within 210 days of exercise of option

## DELIVERY LANGUAGE FOR F.O.B. ORIGIN (5705)

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, 2787 S ORANGE BLOSSOM TRAIL, APOPKA FLORIDA, for shipment at Government expense (normally on Government bill(s) of lading). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to CONTRACTING OFFICER, NSWC CRANE CODE 1165ZS, 300 HWY 361, CRANE IN, with a copy to the cognizant Contract Administration Office.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

## RECEIVING FACILITY NORMAL WORK HOURS

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

## PLACE OF DELIVERY: ORIGIN (GBL) (5710)

The articles to be furnished hereunder shall be delivered in accordance with FAR 52.247-29 entitled "F.o.b. Origin", free of expense to the Government, F.o.b. carrier's equipment, wharf, or freight station located at or near 2787 S ORANGE BLOSSOM TRAIL, APOPKA FLORIDA for shipment at Government expense, except as provided in FAR 52.247-29(c) to the following destination:

RECEIVING OFFICER; BLDG 3291 CODE 805; NAVSURFWARCDIV; CRANE, IN 47522-5011;

Mark For: CODE 805 ; Attn: WILLIAM HELMS

The mode of transportation, type of vehicle and exact place of delivery at or near F.o.b. origin point named above shall be specified by the Government at the time of shipment.

## NOTE: PREPAY AND ADD SHIPPING CHARGES NOT ALLOWED

TAC N141 is to be used for shipping charges. Shipping is to be established via a bill of lading and a powertrack contractor is to be utilized. The DCMC transportation officer can provide a listing of approved powertrack contractors. Shipping charges are NOT to be billed Prepay and Add on the invoice. The DCMC Administrative Contracting Officer does NOT have the authority to authorize Prepay and Add for shipping charges under this award.

**SECTION "G" - CONTRACT ADMINISTRATION DATA****GENERAL PROCUREMENT INFORMATION****PART I****SPECIAL PAYMENT INSTRUCTIONS**

- ACRNs are to be paid in accordance with the contractor's invoice.

**SPECIAL INVOICE/BILLING INSTRUCTIONS**

- The contract ACRN associated with each CLIN/SUBCLIN shall be referenced on page 1 of the invoice by CLIN/SUBCLIN.
- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY  
 CODE 0562, BLDG 2701  
 NAVSURFWARCENDIV  
 300 HIGHWAY 361  
 CRANE IN 47522-5002

AND:

1 copy of the invoice shall be forwarded to :  
 CONTRACTING OFFICER, ATTN: MS. MARLENE SIDDON CODE 1165ZS  
 BLDG 3291, NAVSURFWARCENDIV, 300 HWY 361, CRANE IN 47522-5001  
 (Fax copy is acceptable to: 812-854-5066)

**PAYMENT STATUS INQUIRIES**

Status of invoice payments can be obtained from the following web site:

[www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the payment is being made by **DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<b><u>Document</u></b>	<b><u>Block</u></b>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

**BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the

contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collected such small dollar amounts could exceed the amount to be recovered.

#### CLAUSES IN FULL TEXT

##### Submission Of Invoices (Fixed Price) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

  X   a separate invoice for each activity designated to receive the supplies or services.

  \*   a consolidated invoice covering all shipments delivered under an individual order.

  \*   either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

\* Check applicable procedure.

##### CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

##### Payment will be made by Electronic Funds Transfer to:

Bank name:

Account No.:

ABA No.:

SWIFT Code

(b)(4)

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

##### PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: CODE 1165ZS BLDG 3291

NAVAL SURFACE WARFARE CENTER

CRANE DIVISION

CRANE IN 47522-5011

Telephone No. 812-854- 3856

**CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name	Phone	E-mail Address (optional)
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(b)(6)		
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TRANSPORTATION ALLOTMENT CODE (TAC) (5805)

Transportation is chargeable to: NAVY TAC     N141    

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is     SECRET     as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Security Service, Director of Industrial Security,     SOUTHEAST     Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)**

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with Deployment of Wide Area WorkFlow - Receipt and Acceptance OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. A copy of the invoice for payment shall be submitted, in hard copy, in accordance with the Submission of Invoice Clause and Special Invoice Instructions herein.

**SECTION "H" - SPECIAL CONTRACT REQUIREMENTS****ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

**RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)(NAVSEA 5252.245-9115)**

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) DAAE-20-00-D-0024 \_\_\_\_\_. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

**MATERIAL REVIEW BOARD (MRB)** Authority is granted to Litton Laser Systems, as delineated in Quality Policy Manual Procedure 4.13.401, effective date 04/09/01.

## SECTION "I" - CONTRACT CLAUSES

## PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-02	Security Requirements	Aug 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-14	Integrity of Unit Prices (Oct 1997)--Alt I	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Dec 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	Oct 1997
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan	Jan 2002
52.219-16	Liquidated Damages - Subcontracting Plan	Jan 1999
52.222-19	Child Labor - Cooperation with Authorities and Remedies	Dec 2001
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-04	Federal, State, and Local Taxes (Noncompetitive Contract)	Apr 2003
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.230-02	Cost Accounting Standards	Apr 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
52.230-06	Administration of Cost Accounting Standards	Nov 1999
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-16	Progress Payments	Apr 2003
52.232-17	Interest	Jun 1996

52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	Feb 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.242-10	FOB Origin-Government Bills of Lading or PrePaid Postage	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.244-05	Competition in Subcontracting	Dec 1996
52.246-23	Limitation of Liability	Feb 1997
52.247-01	Commercial Bill of Lading Notations	Apr 1984
52.248-01	Value Engineering	Feb 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Jul 1997
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	Apr 1996
252.223-7004	Drug-Free Work Force	Sep 1988
252.225-7001	Buy American Act and Balance of Payments Program	Apr 2003
252.225-7002	Qualifying Country Sources as Subcontractors	Apr 2003
252.225-7012	Preference for Certain Domestic Commodities	Feb 2003
252.225-7013	Duty Free Entry	Apr 2003
252.225-7014	Preference for Domestic Specialty Metals	Apr 2003
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings	Apr 2003
252.225-7025	Restrictions on Acquisitions of Forgings	Apr 2003
252.225-7031	Secondary Arab Boycott of Israel	Apr 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	Sep 2001
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7030	Technical Data--Withholding of Payment	Mar 2000
252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7004	DOD Progress Payments Rates	Oct 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.247-7023	Transportation of Supplies by Sea	May 2002
252.247-7024	Notification of Transportation by Sea	Mar 2000



CLAUSES IN FULL TEXT**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (FAR 52.215-21)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)**

(a) *"Hazardous material,"* as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
NONE	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be

delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

#### PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY, 1999)(FAR 52.232-34)

##### (a) Method of payment.

(1) All payments by the Government under this contract shall be made by [ ] electronic funds transfer (EFT)[, except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the [payment] information transfer.

(2) Notwithstanding the provision of this clause making the furnishing of EFT information optional, the Contractor shall furnish the EFT information described in paragraph (d) for any payment to be made after January 1, 1999.

##### (b) Contractor consent.

(1) If the Contractor is willing to be paid by EFT, the Contractor shall provide the EFT information described in paragraph (d) of this clause. The Contractor agrees that, after providing EFT information in accordance with this clause, the Contractor cannot withdraw the Government's right to make payment by EFT for this contract.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

##### (b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by \_\_\_\_\_ [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH)

network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.]

(a) *Definitions.* As used in this clause--

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
0001	5860-01-504-6186	N			71003000-9	Y

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

## HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or
  - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL

ACT

(If None, Insert "None")

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

## STANDARD COMMERCIAL WARRANTY (6001)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of 60 days.

## HAZARDOUS MATERIALS (6002)

- (a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.
- (b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENTAPPLICABLE REGULATIONS

- |                               |         |
|-------------------------------|---------|
| 1. Domestic                   | A       |
| 2. Domestic Air Commercial    | A, B, C |
| 3. Domestic Air Military      | A, F    |
| *4. Export Surface            | A, E, G |
| *5. Export Air Commercial     | A, D, G |
| *6. Export Air Military (MAC) | F, G    |

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- \*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

**SECTION "J" - LIST OF ATTACHMENTS****Exhibit "A" - Contract Data Requirements List (CDRL):**

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Contractor's Management, Status and Progress Reports)	29 SEPT 2003	1
CDRL A002 (Failure Reporting, Analysis and Corrective Action Report)	29 SEPT 2003	1
CDRL A003 (Commercial Drawings and Associated Lists)	29 SEPT 2003	1
CDRL A004 (Engineering Change Proposal)	29 SEPT 2003	1
CDRL A005 (Request for Deviation)	29 SEPT 2003	1
CDRL A006 (Request for Waiver)	29 SEPT 2003	1
CDRL A007 (Notice of Revision)	29 SEPT 2003	1
CDRL A008 (Configuration Status Accounting (CSA) Information)	29 SEPT 2003	1
CDRL A009 (Commercial Off the Shelf (COTS) Manual and Associated Supplemental Operator's/Maintenance Technical Manual)	29 SEPT 2003	1
CDRL A010 (Proposed Spare Parts List)	29 SEPT 2003	1
<b>Exhibit "B" -</b>		
Specification Control Drawing Nos:		
PS/02/805/027	24 JUNE 2003	3
<b>Exhibit "C" -</b>		
Subcontracting Plan for Small, Small and Disadvantaged, Small Woman Owned Businesses, Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses and Hubzone Small Businesses	25 SEPT 2003	8
<b>Exhibit "D"</b>		
DD254	29 SEPT 2003	2

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER X			
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. <b>A001</b>		2. TITLE OF DATA ITEM <b>CONTRACTOR'S MANAGEMENT, STATUS AND PROGRESS REPORTS</b>			3. SUBTITLE <b>MONTHLY STATUS</b>		
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80227</b>			5. CONTRACT REFERENCE <b>SOW PARA 3.3.2</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>		
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>		10. FREQUENCY <b>ASREQ</b>		12. DATE OF FIRST SUBMISSION <b>ASREQ</b>	
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION <b>ASREQ</b>		14. DISTRIBUTION	
				a. ADDRESSEE		b. COPIES (e-mail)	
						Draft    Final	
						Reg    Repro	
16. REMARKS:							
BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.							
BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.							
BLK 14 - Submit Status and Progress Reports only when production schedule changes activities identifying detailed work and schedule status of on-going work only if there are negative deviations to the established production rate set within the contract until such deviations are corrected. Submit the Report in electronic media of which Email is preferred. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint).							
Addressee List: (AL-01)							
COMMANDER							
(b)(6)							
NSWC CRANE							
300 HIGHWAY 361							
CRANE IN 47522-5001							
(b)(6)							
(AL-02)							
COMMANDER							
(b)(6)							
NSWC CRANE							
300 HIGHWAY 361							
CRANE IN 47522-5001							
(b)(6)							
15. TOTAL						0    2    0	
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE
(b)(6)			29 SEP 03		(b)(6)		29 SEP 03

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP    TM    OTHER <input checked="" type="checkbox"/> X			
D. SYSTEM/ITEM LASER MARKER (SOFLAM)		E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM FAILURE REPORTING, ANALYSIS AND CORRECTIVE ACTION REPORT			3. SUBTITLE FRACAS RPT		
4. AUTHORITY (Data Acquisition Document No.) DI- RELI-81315		5. CONTRACT REFERENCE SOW PARA 3.4.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE		c. COPIES (e-mail)	
					Draft	
					Final	
					Reg	
					Repro	
16. REMARKS:						
BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.						
BLK 8 - The government will review the report for technical content and adequacy in accordance with the contract SOW. Written comments to be incorporated in the final will be provided by the Government within 30 days.						
BLK 9- DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.						
BLKs 10,11, 12, 13 - Submit a Failed Item Analysis Report for each failed item occurring during Acceptance Testing or Warranty Returns (i.e., Quality Deficiency Reports (QDR4s), (DR), etc.). Provide a Failure Summary Analysis Report for each system repaired or replaced under warranty.						
BLK 14 - Submit the final report in Microsoft Word/EXCEL document format via email and hard copy.						
Addressee List: (AL-01)						
COMMANDER						
(b)(6)						
NSWC CRANE						
300 HIGHWAY 361						
CRANE IN 47522-5001						
(b)(6)						
(AL-02)						
COMMANDER						
(b)(6)						
NSWC CRANE						
300 HIGHWAY 361						
CRANE IN 47522-5001						
(b)(6)						
15. TOTAL					0    2    0	
G. PREPARED BY		J. DATE	K. APPROVED BY		J. DATE	
(b)(6)		10 NOV 03	(b)(6)		10 NOV 03	

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICEINSERT  
IN  
SECT. B

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER <input checked="" type="checkbox"/> X					
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. <b>A003</b>		2. TITLE OF DATA ITEM <b>COMMERCIAL DRAWINGS AND ASSOCIATED LISTS</b>			3. SUBTITLE <b>NSN ASSIGNMENT/PRODUCT BASELINE</b>				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-81003A</b>			5. CONTRACT REFERENCE <b>SOW PARA 3.5</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>				
7. DD 250 REQ <b>DD</b>		9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>		10. FREQUENCY <b>OTIME</b>		12. DATE OF FIRST SUBMISSION <b>30 DAYS AFTER FIRST DELIVERY</b>			
8. APP CODE <b>A</b>		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION <b>30DARC</b>		14. DISTRIBUTION			
				a. ADDRESSEE		d. COPIES (e-mail)			
						Draft    Final			
						Reg    Repro			
<b>16. REMARKS:</b>  <b>BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.</b>  <b>BLK 8/13 - Government will review the draft drawings for adequacy and technical content in accordance with the contract SOW requirements. Written comments to be incorporated into the final drawings will be provided within 30 days after receipt of the draft.</b>  <b>BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.</b>  <b>BLK 14 - Provide top-level system drawings along with drawings of any change hardware configurations to the AN/PEQ-1B configuration (Schmatics Wiring Diagram Interface Drawings). Commercial Drawings and Associated Lists are limited to changes to the product baseline of the AN/PEQ-1B from time of contract award to end of production period. These drawings shall be submitted as required, whenever a configuration change causes change or revision to these drawings. Submit the draft and reproducible final in mutually agreed upon format at time of award. Submit drawings via AUTOCAD DXF File Format.</b>  <b>Addressee List: (AL-01)</b> <b>COMMANDER</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(AL-02)</b> <b>COMMANDER</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div>				AL-01		1		1	
				AL-02		1		1	
				15. TOTAL				2	
G. PREPARED BY <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> (b)(6)			L. DATE <b>29 SEP 03</b>		M. APPROVED BY <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> (b)(6)		J. DATE <b>29 SEP 03</b>		

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER <input checked="" type="checkbox"/> X							
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>			E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. <b>A004</b>		2. TITLE OF DATA ITEM <b>ENGINEERING CHANGE PROPOSAL (ECP)</b>			3. SUBTITLE <b>CLASS I AND CLASS II ECP</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-80639C</b>			5. CONTRACT REFERENCE <b>SOW PARA 3.5.2.1/3.5.2.2</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>						
7. DD 250 REQ <b>SD</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>ASREQ</b>	14. DISTRIBUTION							
8. APP CODE <b>A</b>	<b>SEE BLK 16</b>	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>ASREQ</b>	a. ADDRESSEE		e. COPIES (e-mail)					
						Draft	Final				
<b>16. REMARKS:</b>  <b>BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.</b>  <b>BLK 8 - The Government will review the ECPs for technical content, impact, merit and classification of the request and adequacy in accordance with the contract SOW. Written comments will be provided by the Government within 30 days after receipt of the ECP.</b>  <b>BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.</b>  <b>BLKS 10,12, and 13 - Submit Class I ECPs to AL-01 and AL-02 for approval/disapproval. Approval will be provided by the PCO within 30 days after receipt of final Class I ECP. Submit Class II ECP to AL-01 and AL-02 for concurrence of Class II classification. Concurrence of CLASS II ECP will be provided within 15 days after receipt of the ECP.</b>  <b>BLK 14 - Submit ECP's in electronic media of which Email is preferred. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint). Also provide hard copy for Government review and approval.</b>  <b>Addressee List: (AL-01)</b> <b>COMMANDER</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(b)(6)</b> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(b)(6)</b>  <b>(AL-02)</b> <b>COMMANDER</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(b)(6)</b> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(b)(6)</b>											
				15. TOTAL						<b>0</b>	<b>2</b>
				G. PREPARED BY <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(b)(6)</b>		N. DATE <b>29 SEP 03</b>		O. APPROVED BY <div style="background-color: black; width: 100%; height: 1.2em; margin: 2px 0;"></div> <b>(b)(6)</b>		J. DATE <b>29 SEP 03</b>	

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

17. PRICE GROUP	

18. ESTIMATED  
TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> <b>(1 Data Item)</b>						Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER <input checked="" type="checkbox"/> X					
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. <b>A007</b>		2. TITLE OF DATA ITEM <b>NOTICE OF REVISION (NOR)</b>			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-80642C</b>			5. CONTRACT REFERENCE <b>SOW PARA 3.5.2.1</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>				
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>		10. FREQUENCY <b>ASREQ</b>		12. DATE OF FIRST SUBMISSION <b>ASREQ</b>			
8. APP CODE <b>A</b>		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION <b>ASREQ</b>		14. DISTRIBUTION			
16. REMARKS:  <b>BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.</b>  <b>BLK 8 - The Government will review the NOR for technical content and adequacy in accordance with the contract SOW. Written comments to be incorporated in the final will be provided by the Government within 30 days after receipt of the NOR.</b>  <b>BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.</b>  <b>BLKS 10, 12 and 13 - Submit the NOR to NSWC CRANE CODE 805E for review and concurrence with the content. Final review of the NOR will be by NSWC PM, notification of approval will be provided within 60 days of receipt of NOR by the NSWC PCO.</b>  <b>BLK 14 - Submit the NOR in electronic media of which Email is preferred. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint). Also provide hard copy for Government review and approval.</b>  <b>Addressee List: (AL-01)</b> <b>COMMANDER</b> <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div> <b>(AL-02)</b> <b>COMMANDER</b> <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div>				a. ADDRESSEE		h. COPIES (e-mail)		Final	
<div style="background-color: black; color: white; padding: 2px;">(b)(6)</div>				AL-01		1			
				15. TOTAL		0		2	
G. PREPARED BY <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div>		T. DATE <b>10 NOV 03</b>		U. APPROVED BY <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div>		J. DATE <b>10 NOV 03</b>			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
<b>INSERT IN SECT. B</b>

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER <b>X</b>							
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>			E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. <b>A008</b>		2. TITLE OF DATA ITEM <b>CONFIGURATION STATUS ACCOUNTING (CSA) INFORMATION</b>			3. SUBTITLE <b>STATUS ACCOUNTING</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-81253A</b>			5. CONTRACT REFERENCE <b>SOW PARA 3.5.3</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>						
7. DD 250 REQ <b>SD</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>ASGEN</b>	12. DATE OF FIRST SUBMISSION <b>ASGEN</b>	14. DISTRIBUTION							
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>ASGEN</b>	a. ADDRESSEE		i. COPIES (e-mail)					
						Draft    Final					
<b>16. REMARKS:</b>  <b>BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.</b>  <b>BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.</b>  <b>BLK 14 - The Government will utilize the Contractor's CSA database as a single tracking system for each configured hardware and software item for the laser marker. Provide the Government the CSA database via electronic media of which Email is preferred. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint).</b>  <b>Addressee List: (AL-01)</b> <b>COMMANDER</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <b>(AL-02)</b> <b>COMMANDER</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div>											
								15. TOTAL		<b>0</b>	<b>2</b>
				G. PREPARED BY <div style="background-color: black; width: 150px; height: 1.2em; margin: 2px 0;"></div> (b)(6)		V. DATE <b>29 SEP 03</b>		W. APPROVED BY <div style="background-color: black; width: 150px; height: 1.2em; margin: 2px 0;"></div> (b)(6)		J. DATE <b>29 SEP 03</b>	

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188									
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.															
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER <input checked="" type="checkbox"/> X											
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>			E. CONTRACT/PR NO.		F. CONTRACTOR										
1. DATA ITEM NO. <b>A009</b>	2. TITLE OF DATA ITEM <b>COMMERCIAL OFF-THE-SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL OPERATOR'S/ MAINTENANCE TECHNICAL MANUAL</b>			3. SUBTITLE											
4. AUTHORITY (Data Acquisition Document No.) <b>DI-TMSS-80527A</b>		5. CONTRACT REFERENCE <b>SOW PARA 3.6.3.1</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>											
7. DD 250 REQ <b>NO</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>ONE-R</b>	12. DATE OF FIRST SUBMISSION <b>IAW HARDWARE DELIVERY SCHEDULE</b>	14. DISTRIBUTION		j. COPIES (e-mail)									
8. APP CODE <b>A</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>BLK 16</b>	a. ADDRESSEE		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Draft</th> <th colspan="2">Final</th> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		Draft		Final				Reg	Repro
Draft		Final													
		Reg	Repro												
<b>16. REMARKS:</b>  <b>BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.</b>  <b>BLK 8/13 - The contractor shall submit the final COTS manual in accordance with hardware delivery schedule.</b>  <b>BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES</b>  <b>BLK 14 - Submit the draft via electronic media of which Email in Microsoft Word 2000 format is preferred. Final copy shall be both hard copy and CD-ROM. Contractor shall provide one hard copy, size 5.5" X 7" with each Laser Marker (SOFLAM) delivered.</b>  <b>Addressee List: (AL-01)</b> <b>COMMANDER</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <b>(AL-02)</b> <b>COMMANDER</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <b>NSWC CRANE</b> <b>300 HIGHWAY 361</b> <b>CRANE IN 47522-5001</b> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div>				AL-01		1		1							
				AL-02		1		1							
				15. TOTAL				2		0					
G. PREPARED BY <div style="background-color: black; width: 150px; height: 1.2em; margin: 2px 0;"></div> (b)(6)		X. DATE <b>10 NOV 03</b>		Y. APPROVED BY <div style="background-color: black; width: 150px; height: 1.2em; margin: 2px 0;"></div> (b)(6)		J. DATE <b>10 NOV 03</b>									

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

**INSERT  
IN  
SECT. B**



# **CONTRACT DATA REQUIREMENTS LIST** (1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP    TM    OTHER <input checked="" type="checkbox"/> X	
D. SYSTEM/ITEM <b>LASER MARKER (SOFLAM)</b>		E. CONTRACT/PR NO.		F. CONTRACTOR
1. DATA ITEM NO. <b>A010</b>	2. TITLE OF DATA ITEM <b>PROPOSED SPARE PARTS LIST</b>		3. SUBTITLE <b>LIST FOR SPARES ACQUISITION WITH PRODUCTION</b>	
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ILSS-80134A</b>		5. CONTRACT REFERENCE <b>SOW PARA 3.6.4.1</b>		6. REQUIRING OFFICE <b>NSWC, CRANE, CODE 805E</b>
7. DD 250 REQ <b>DD</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>OTIME</b>	12. DATE OF FIRST SUBMISSION <b>180DAC</b>	14. DISTRIBUTION
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE
				k. COPIES (e-mail)
				Draft
				Final
				Reg
				Repro
16. REMARKS:				
BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice.				
BLK 8 - Government will review for technical content and adequacy in accordance with the contract SOW.				
BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES.				
BLK 14 - Submit the proposed spare parts listing in Microsoft Word 2000/excel 2000 format. All proposed spare parts listed shall be available for ordering. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint).				
Addressee List: (AL-01)				
COMMANDER				
(b)(6)				
NSWC CRANE				
300 HIGHWAY 361				
CRANE IN 47522-5004				
(b)(6)				
(AL-02)				
COMMANDER				
(b)(6)				
NSWC CRANE				
300 HIGHWAY 361				
CRANE IN 47522-5004				
(b)(6)				
15. TOTAL				
				0
				2
				0
G. PREPARED BY		Z. DATE	AA. APPROVED BY	
(b)(6)		29 SEP 03	(b)(6)	
			J. DATE	
			29 SEP 03	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

### Special Operations Forces Laser Marker (SOFLAM)

Special Operations Forces (SOF) has a requirement for a laser designator with the following requirements:

- 1) The SOFLAM Laser Marker, AN/PEQ-1B System will be defined as the following hardware configuration
  - a. (b)(3)
  - b. Lens paper, NSN 6640-00-663-0832 (Drawing NNN-P-40 or SM-B-955651)
  - c. Cleaning compound and Material Safety Data Sheet, NSN 6850-00-392-9751 (Drawing A-A-59199 or SM-B-852137)
  - d. (b)(3)
  - e. (b)(3)
  - f. (b)(3)
  - g. Operators manual
  - h. Field carrying case for the above items

2)

3)

4)

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(b)(3)

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23)

24)

(b)(3)

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28)

29)

30)



Exhibit "C"

**SUBCONTRACTING PLAN  
FOR  
SMALL, SMALL AND DISADVANTAGED, SMALL WOMAN OWNED  
BUSINESSES, VETERAN OWNED SMALL BUSINESSES, SERVICE DISABLED  
VETERAN OWNED SMALL BUSINESSES AND HUBZONE SMALL  
BUSINESSES**

**LITTON SYSTEMS, INC.,  
LASER SYSTEMS DIVISION  
2787 S. Orange Blossom Trail  
Apopka, Florida 32703**

**Customer:  
Naval Surface Warfare Center  
Crane Division  
300 Highway 361  
Crane, IN 47522-5001  
Program :NSWC Crane SOFLAM**

(b)(6)

**Small Business Liaison Officer**

**Date: 09/25/03**

**MASTER SUBCONTRACTING PLAN  
FOR  
SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, SMALL WOMEN  
OWNED BUSINESSES, VETERAN OWNED SMALL BUSINESSES, SERVICE DISABLED  
VETERAN OWNED SMALL BUSINESSES AND HUBZONE SMALL BUSINESSES**

**Period of Coverage:**

**1 October 2002**

**To**

**30 September 2005**

**Litton Systems, Inc.,  
Laser Systems  
2787 S. Orange Blossom Trail  
Apopka, Florida 32703**

**Submitted to:**

**DCMAO Orlando  
Attn: DCMDS-GOOB  
3535 Maguire Boulevard  
Orlando, Florida 32803-37**

(b)(6)

**The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, as implemented by FAR 19.704, 52.219-9 and DFARS 219.4.**

## Subcontracting Plan

It is the policy of Northrop Grumman Electronic Systems - Laser Systems (NGES-LS) to comply with all public laws and regulations that establish socio-economic programs by extending the maximum realistic opportunities to Small Businesses ((SBs)), Small Disadvantaged Businesses (SDBs), Women-owned Small Business (WOSBs), HUBZone Small Business (HUBSB), Veteran Owned Small Businesses (VOSB), and Service Disabled Veteran Owned Small Businesses (SDVOSB) to compete and perform in subcontracts required in the performance of Department of Defense (DOD) contracts and subcontracts. The term SDB includes Historically Black Colleges and Universities and Minority Institutions of Higher Education (HBCU/MIs) and sheltered workshops accredited by the National Industries for the Severely Handicapped (NISH).

NGES-LS management affirms its personal commitment and that of our organization in the implementation and in our efforts to achieve these socio-economic goals stated in this plan. The plan will be applicable to all DoD contracts and subcontracts obtained during the period of effectiveness of the plan throughout the life of such contract or subcontract.

It is the policy of NGES-LS to afford HBCU/MIs equitable opportunities to compete for subcontract. Awards to these institutions are to be maximized to the extent consistent with efficient contract performance and applicable corporate and government practices or regulations.

### *Subcontracting Plan Administrator:*

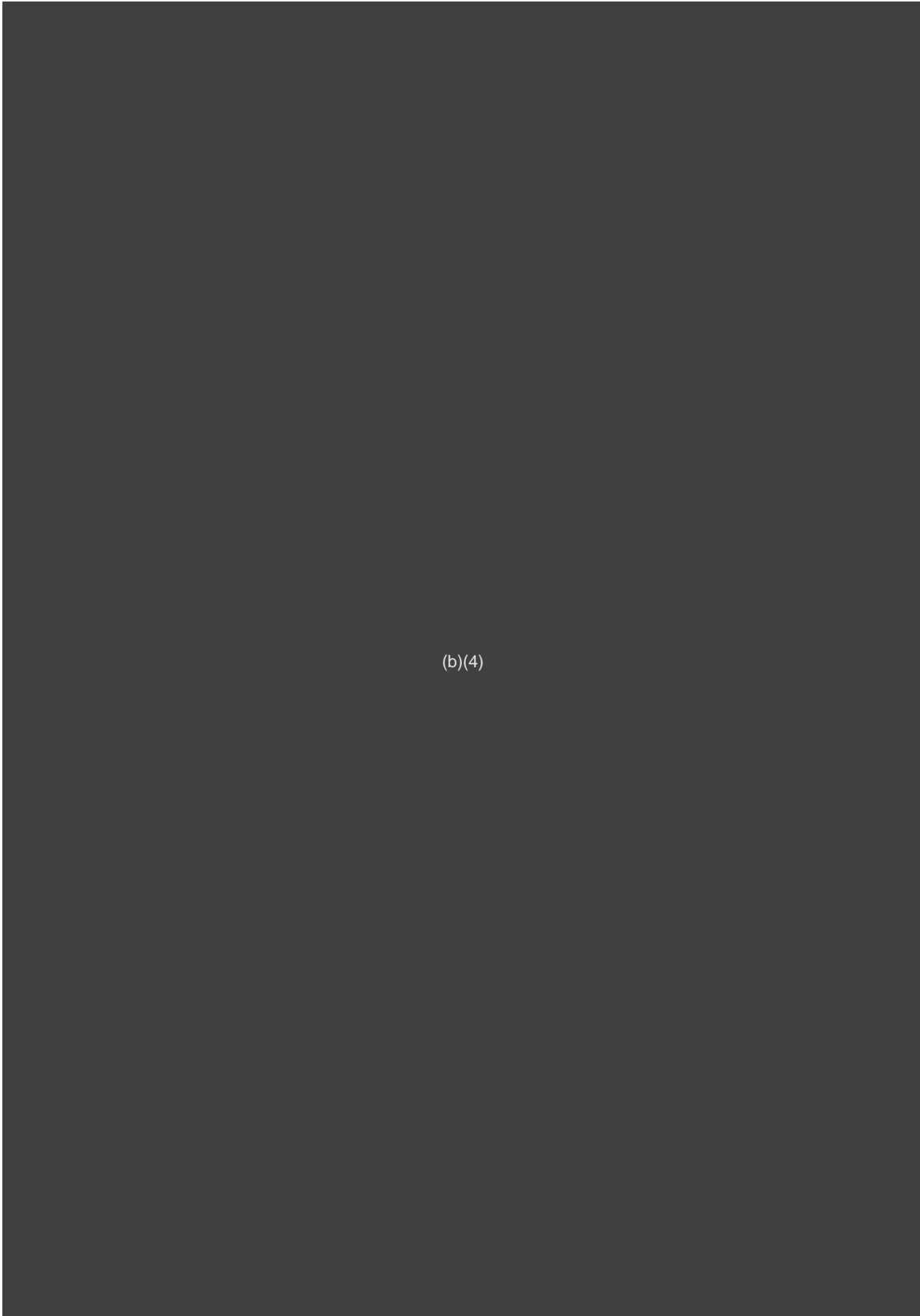
The individual that will administer this plan, the Small Business Liaison Officer (SBLO), is (b)(6) the SBLO reports to the Manager of Materials.

### *Duties of the SBLO:*

Duties of the individual administering this plan, as they relate to the subcontracting program, and in an effort to assure that SB, SDB, WOSB, VOSB, SDVOSB, HBCU/MIs, HUBSB and Sheltered Workshops will be extended equitable opportunity to compete for subcontracts are as follows.

( For the purpose of this section, all categories will be referred to as SBs.)

(b)(4)



(b)(4)



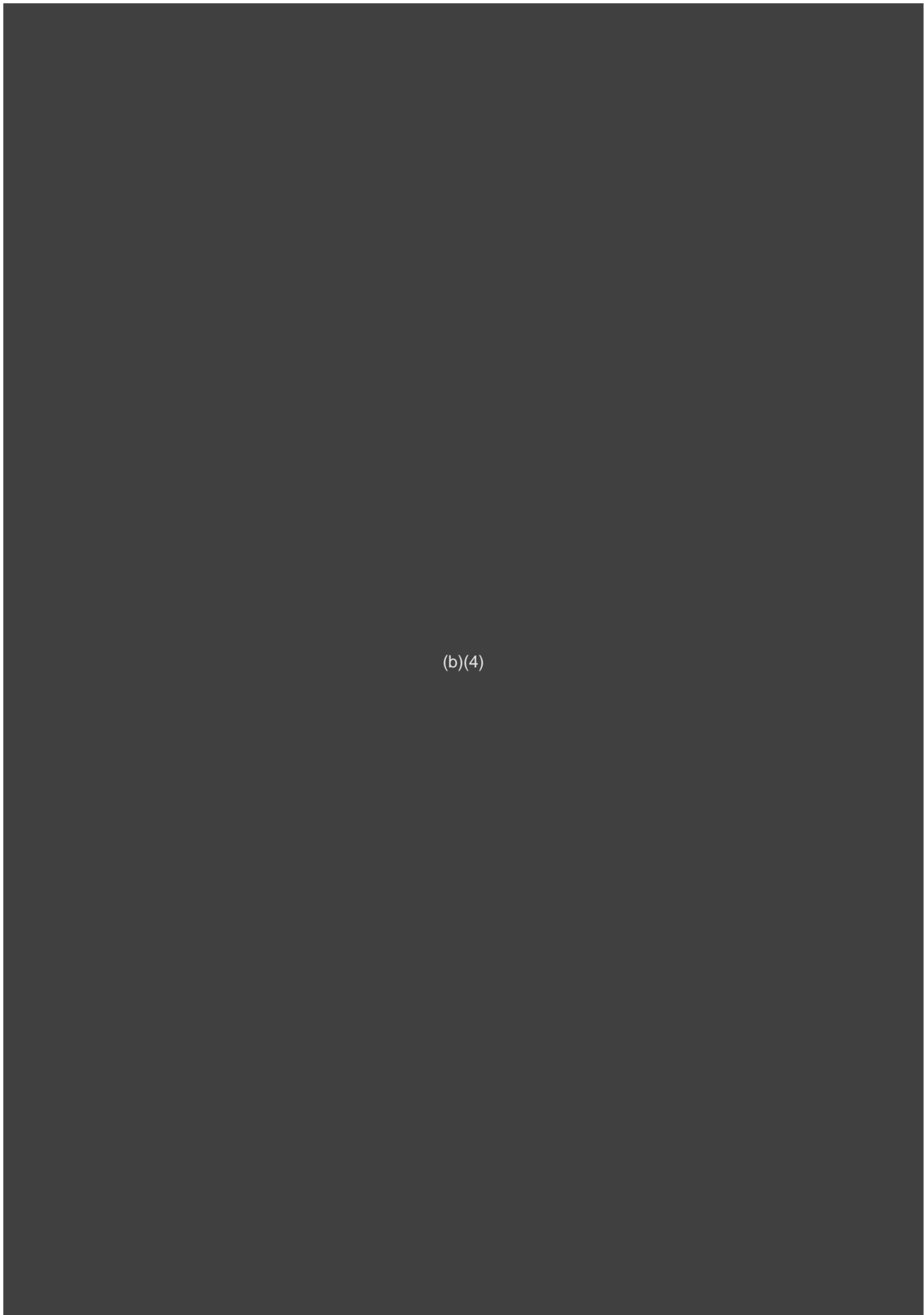
***Subcontracting Goals:***

**NGES-LS will employ a good faith effort to meet the subcontracting goals or thresholds established in the law. NGES-LS's methodology used to determine subcontracting goals is explained below. In a contract and subcontract basis, NGES-LS will issue an addendum to this plan to establish individual subcontracting plan goals, see the attached addendum format at the end of this plan.**

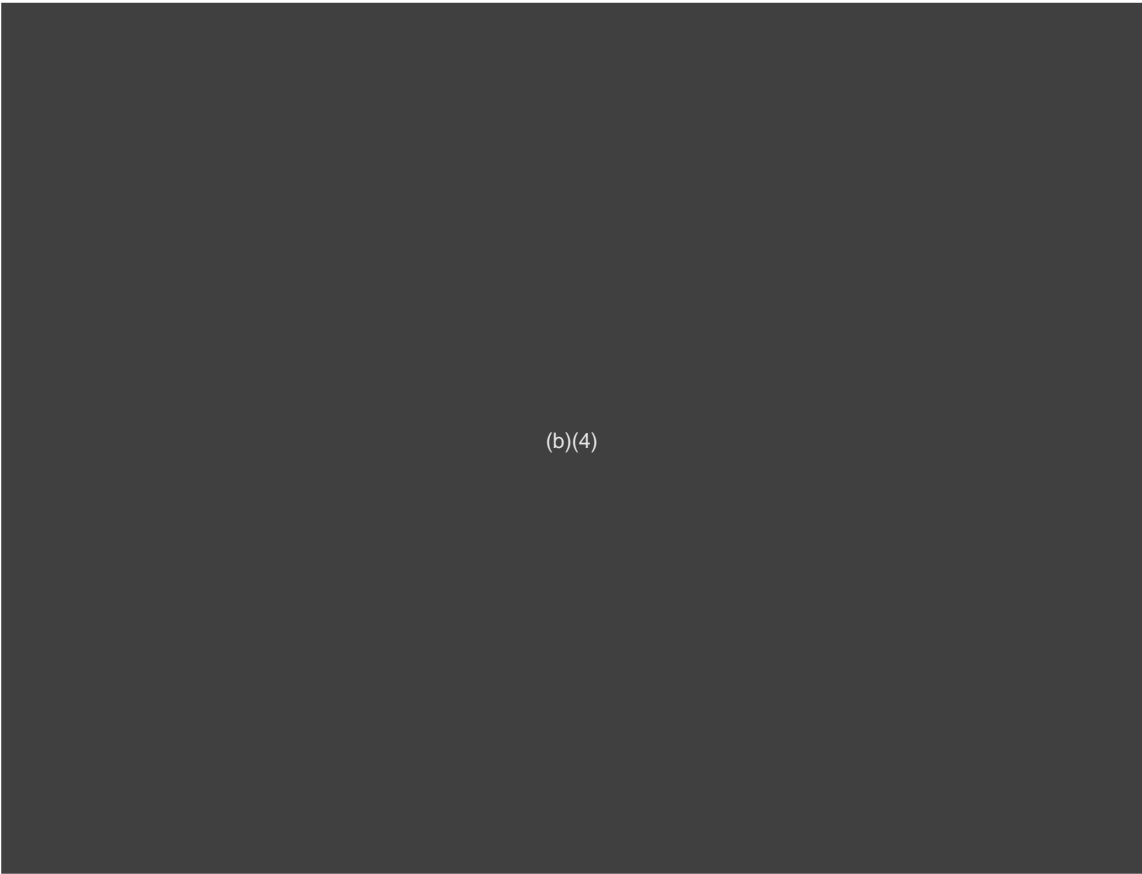
**Methodology in Develop Goals**

**Compliance with the intent of Public Law 95-507, 99-661, 100-180, 101-144 and 100-656, require Goals to be established for the maximum practicable opportunities based on the potential that may exist for SB, SDB, WOSB, VOSB, SDVOSB, HBCU/MIs, HUBSB and Sheltered Workshops. This is accomplished in the following manner:**

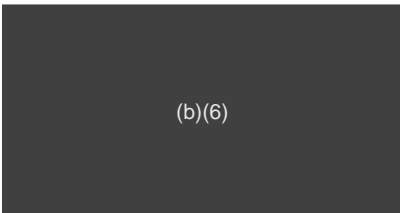
(b)(4)



(b)(4)



(b)(4)



(b)(6)

Date: 10/24/02

**SUBCONTRACTING PLAN GOALS**

1. **Contract or solicitation Number : Proposal Number**  
**(NSWC Crane SOFLAM 300 Units)**

(b)(4)

2. **Name and telephone number of the individual who established the goals and will administer the plan:**

(b)(6)

3. **Proposed Goals:**

- a. **Total dollar value of the Contract/Proposal:**

**\$21,985,000.00**

- b. **Total estimated direct dollars to be contracted out:**

(b)(4)

- c. **Estimated dollar value and percentage to Small Business (Including disadvantaged and Women Owned Business firms):**

(b)(4)

(b)(4)

- d. **Estimated dollar value and percentage to:**

**Disadvantaged Business firms:**

**Women Owned Business firms:**

**HUBZone Small Business:**

**Service-Disabled Veteran-Owned**

**Small Business Concerns**

(b)(4)

(b)(4)

(b)(4)

**Date: 09/25/03**

(b)(6)

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED: <b>SECRET</b>	
				b. LEVEL OF SAFEGUARDING REQUIRED: <b>SECRET</b>	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
X	a. PRIME CONTRACT NUMBER N00184-03-C-8519		X	a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 2003 09 29	
	b. SUBCONTRACT NUMBER			b. REVISED (Complete date in all cases)	Revision No. Date (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYYYMMDD)		c. FINAL (Complete item 5 in all cases)	Date (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? [ ] YES [X] NO, If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254 [ ] YES [X] NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of: _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP Liton Systems, Inc. Laser Systems 2787 South Orange Blossom Trail Orlando, FL 32860-8555		b. CAGE CODE 34860		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (#21ME) P.O. Box 254036 Patrick AFB, FL 329225	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION Liton Systems, Inc. Laser Systems 2787 South Orange Blossom Trail Orlando, FL 32860-8555		b. CAGE CODE 34860		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (#21ME) P.O. Box 254036 Patrick AFB, FL 329225	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Production of Special Operations Forces Laser Marker (SOFLAM)					
10. THIS CONTRACT WILL REQUIRE ACCESS TO		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION			X	e. PERFORM SERVICES ONLY	
(1) Special Compartmented Information (SCI)			X	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			X	h. ACQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		X		i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONAL SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COUNSEL SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify)	
k. OTHER (Specify) - (SEE PROCESSING)			X	SEE BLOCK 13 REMARKS	

DD Form 254, DEC 99

Previous editions are obsolete

Exhibit "D"

**12. PUBLIC RELEASE.**

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☒ DIRECT ☐ THROUGH (Specify)

NSWC Crane, 300 HWY 361, Crane, IN 47522-5005

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

The following documents provide references for the manufacturing of the SOFLAM (AN/PEQ-1B) laser. All classification levels must be observed.

Document number: (b)(3)

CLASSIFICATION: SECRET

Security Classified Guide for Laser Protection - 8 Jan 88  
Declassified on: OADR

Document number:

(b)(3)

CLASSIFICATION: SECRET

Document number: AFAL-TR-73-400-USAF Standard Code Generator/Code Control Panel for Laser Guided Weapons  
CLASSIFICATION: UNCLASSIFIED

Note this document is listed as reference - any distribution must carry the below markings.

All documents generated for the government under this contract shall carry the following Distribution Statement:

**Distribution Statement D** - Distribution authorized to the Department of Defense and U.S. DoD contractors only; due to specific authority (PUBLIC LAW 90-629-ARMS EXPORT CONTROL ACT AND DoD 5230.25 WITHHOLDING OF); 01 September 1995. Other requests shall be referred to COMMANDER, Code 805E, NAVSURFWAR CEN CRANE, 300 Highway 361, Crane, IN 47522-5001

**14. ADDITIONAL SECURITY REQUIREMENTS.**

Requirements in addition to those specified in the contract, are established by the contract. ☐ YES ☒ NO  
If Yes, identify the pertinent contract clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the statement to the cognizant security office. Use item 13 if additional space is required.

NON-SCI INTELLIGENCE INFORMATION, TEMPEST ANALYSIS REQUIRED - SEE BLOCK 13, REMARKS

**15. INSPECTIONS.**

Elements of this contract are outside the inspection responsibility of the cognizant security office. If Yes, explain why. ☐ YES ☒ NO  
Identify specific areas or elements covered and the safety responsibility for inspections. Use item 13 if more space is needed.

**16. CLASSIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

(b)(6)

b. TITLE

Contracting Officer's  
Security Representative

c. TELEPHONE (Include Area Code)

(b)(6)

d. ADDRESS (Include Zip Code)

Commander  
300 Highway 361  
Crane, IN 47522

(b)(6)

**17. REQUIRED DISTRIBUTION**

SMDC-IN-S SMDC-IN-PM SMDC-IN-C

☒ a. CONTRACTOR

☐ b. SUBCONTRACTOR

☒ c. COGNIZANT SECURITY OFFICE FOR PRIME & SUBCONTRACTOR

☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒ e. ADMINISTRATIVE CONTRACTING OFFICER

☒ f. OTHERS AS NECESSARY

DD Form 254 (BACK), DEC 99